Fill in this Information to identify	the case:				
Debtor 1 Bake-Line Gro	oup				
First Name	Middle Name Last Name				
Debtor 2					
	Middle Name Last Name	i			
United States Bankruptcy Court for	the: District ofDelaware				
Case number: 04-10104	(State)				
APPLICATION FOR PAYI	MENT OF UNCLAIMED FUNDS	}			
1. Claim Information					
	For the benefit of the Claimant(s) <sup>1</sup> named below, application is made for the payment of unclaimed funds on deposit with the court. I have no knowledge that any other party may be entitled to these funds, and I am not aware of any dispute regarding these funds.				
Note: If there are joint Claimants	s, complete the fields below for both Claim	ants.			
Amount:	1781.27	!			
Claimant's Name:	JM Partners LLC, Assignee				
Claimant's Current Mailing Address, Telephone Number, and Email Address:  6800 Paragon Place, Ste 202 Richmond, VA 23230 804-285-0807 JMarshall@JMPartnersLLC.com					
2. Applicant Information					
Applicant <sup>2</sup> represents that Claimant is entitled to receive the unclaimed funds because ( <i>check the statements that apply</i> ):					
Applicant is the Claimant and is the Owner of Record <sup>3</sup> entitled to the unclaimed funds appearing on the records of the court.					
Applicant is the Claimant and is entitled to the unclaimed funds by assignment, purchase, merger, acquisition, succession or by other means.					
☐ Applicant is Claimant's representative (e.g., attorney or unclaimed funds locator).					
□ Applicant is a representative of the deceased Claimant's estate.					
3. Supporting Documentation					
Applicant has read the court's instructions for filing an Application for Unclaimed Funds and is providing the required supporting documentation with this application.					

The Claimant is the party entitled to the unclaimed funds.

The Applicant is the party filing the application. The Applicant and Claimant may be the same.

The Owner of Record is the original payee.

Applicant has sent a copy of this application and suppopursuant to 28 U.S.C. § 2042, at the following address:	orting documentation to the United States Attorney,			
Office of the Uni	ted States Attorney			
DI	ited States Attorney strict o <u>f</u>			
1313 N. Market Street Wilmington, Delaware 19801				
vviimington,	Delawaie 19001			
5. Applicant Declaration	5. Co-Applicant Declaration (if applicable)			
Pursuant to 28 U.S.C. § 1746, I declare under penalty of	Pursuant to 28 U.S.C. § 1746, I declare under penalty of			
perjury under the laws of the United States of America that the foregoing is true and correct.	perjury under the laws of the United States of America that the foregoing is true and correct.			
Date: 12/5/23	Date:			
04				
Signature of Applicant	Signature of Co-Applicant (if applicable)			
John Masser / navalar				
Printed Name of Applicant	Printed Name of Co-Applicant (if applicable)			
Printed Name of Applicant  6800 Paragon Pl Ste 220  Address: Richmand, V4 23230	Address:			
KIMMANE,	, wai oou.			
Telephone: 884 285 0807	Telephone:			
Email: MARIHAL C. M. PART NEW LIC. 160	Email:			
6. Notarization STATE OF Virginia	6. Notarization STATE OF			
COUNTY OF Henrico	COUNTY OF			
COUNTY OF				
This Application for Unclaimed Funds, dated was subscribed and sworn to before	This Application for Unclaimed Funds, dated was subscribed and sworn to before			
me this day of 20 29 by	me this day of, 20by			
who signed above and is personally known to me (or proved to me on the basis of satisfactory evidence) to be	who signed above and is personally known to me (or proved to me on the basis of satisfactory evidence) to be			
the person whose name is subscribed to the within	the person whose name is subscribed to the within			
instrument. WITNESS my hand and official seal.  SEAL PURPLE My commission expires: 6.30.24  COMMISSION EXPIRES	(SEAL) Notary Public			
My commission expires: 6.30.24	My commission expíres:			
COMMISSION NEW PROPERTY OF THE				
100-20-4-15				
THEALTH OF MINING				

4. Notice to United States Attorney

### UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re: Bake-Line Group, LLC

Debtor

Case # **04-10104** 

Chapter 7

#### MOTION TO WITHDRAW UNCLAIMED FUNDS

John Marshall, acting in my capacity as Managing Member of JM Partners

**LLC** ("Applicant") moves this Court for an order directing the Clerk to remit to the Applicant the sum of \$ 1781.27 which was deposited into the Court's Registry of Unclaimed Funds as unclaimed funds for **Linda Erwin** now due to the Applicant, and states as follows:

- 1. That the Trustee deposited \$ 1781.27 the "Unclaimed Funds") due to Linda Erwin into the Court Clerk's Unclaimed Funds Account.
- 2. That by evidence provided herewith, **Linda Erwin** has sold and assigned all rights in the Unclaimed Funds (and the underlying Claim itself, to the extent the funds arose from same) to the Applicant.
- 3. That further shown by the evidence herewith, the Applicant is the proper assignee, and has provided an appropriate Affidavit and all related evidence, and has submitted herewith proof of service upon the United States Trustee, the Debtor, the US Attorney, the case Trustee, and the original creditor.

WHEREFORE, the Applicant respectfully requests that the Court enter an Order Releasing the Unclaimed Funds to the Applicant, and for all other just and proper relief in the premises.

Dated:

John J. Marshall / Managing Member

JM Partners LLC

6800 Paragon Place, Suite 202

Richmond, VA 23230 Phone 804-285-0807

# UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re:	Bake-Line Group, LLC Debtor	Case # <b>04-10104</b> Chapter <b>7</b>
0	RDER GRANTING MOTION	N TO WITHDRAW UNCLAIMED FUNDS
	ORDERED on this day o	f, 2023 that the Clerk of the United States
Bankr	uptcy Court, District of Delaware, is	directed to remit \$ 1781.27 to JM Partners LLC,
<u>Assig</u>	nee, ATTN: John Marshall, 6800 P	aragon Place, Suite 202, Richmond, VA 23230,
repres	enting unclaimed funds being held by	the Court's Treasury in the above captioned bankruptcy
case.		
Date	d:	UNITED STATES BANKRUPTCY JUDGE

## UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re: Bake-Line Group, LLC

Debtor

Case # **04-10104** 

Chapter 7

#### **CERTIFICATE OF SERVICE**

John Marshall, acting in my capacity as Managing Member of JM Partners LLC, the Claimant and Movant in this matter, hereby certifies under the penalties of perjury that on the date noted below, he mailed by United State Postage, Prepaid, a copy of the Motion to Withdraw Unclaimed Funds along with a copy of the Notice of said Motion to each of the following parties:

**United States Attorney:** 

US Attorney District of DE 1007 N. Orange Street Ste 700 Wilmington, DE 19801 U.S. Trustee:

Office of United States Trustee J. Caleb Boggs Federal Bldg 844 King Street, Suite 2207 Lockbox 35 Wilmington, DE 19899-0035 Original Creditor / Assignor:

Linda Erwin 17252 Bowhunter Road Kingston, OK 73439 Phone 580-564-6479

Case Trustee:

George L. Miller 1628 John F. Kennedy Blvd. Suite 950 Philadelphia, PA 19103-2110 Debtor:

Bake-Line Group, LLC 17 W. 220 22nd Street Oakbrook Terrace, IL 60181 Debtor's Counsel:

Laura Davis Jones Pachulski Stang Ziehl & Jones LLP 919 N. Market Street, 17th Floor Wilmington, DE 19801

Respectfully submitted this day of August, 2023

John J. Marshall

**Notary Public:** 

Sworn to and Subscribed before me this \_\_\_\_\_ day of

August , 20 23.

Signature of Notary Public

State of Virginia - City/County of Henrico

SEAL



# Evidence and Supporting Documents related to an Unclaimed Funds Recovery filing INDEX TO ENCLOSURES

#### **Unclaimed Funds Recovery**

HOLDER: USBC Delaware CASE # 04-10104 Bake-Line	Evidence of Funds Deposit by Trustee	1
CLAIMANT: JM Partners LLC, Assignee	Complete Assignment Package	2
Brief History Statement & Recap of Supporting Evidence:	Affidavit of Assignee	<b>3</b>
Linda Erwin was the original creditor ("Creditor") in this case. The Creditor did not receive their distribution for reasons unknown, but most likely due to a mailing error, leading to the unclaimed funds in this matter.		5
JM Partners LLC ("Claimant") located the Creditor, disclosed the full details of the account, and the Creditor sold and assigned the account and the underlying claim from which it arose to the Claimant accordingly.		6
Proper evidence of all these facts is included herewith. Thus, JM Partners LLC makes this application as the Assignee and Owner of the funds in question.		7
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Prepared & Submitted by:		13
JM Partners LLC ATTN: John Marshall / Managing Member 6800 Paragon Place Suite 202 Richmond, VA 23230 Phone 804-285-0807 JMarshall@JMPartnersLLC.com		14

15

### EXHIBIT "C" CANNOT LOCATE

CLAIM#	NAME & ADDRESS OF CLAIMANT	CLAIM AMOUNT	DIVIDEND AMOUNT	OTHER KNOWN NAME	OTHER KNOWN ADDRESS
	P & J BROKERAGE				
345B	501 E 74TH ST	2,154.86	39.13	N/A	1
	HUTCHINSON KS 67502				
410B	SHARON A. GILBERT	4,716.15			
410C	10256 HATCH RD	555.00	95.73	N/A	<b>}</b>
	JACKSONVILLE FL 32225				
	CHEEKS WEST COAST		1	***	
443B	8376 MT HOOD	15,121,42	274.62	N/A	}
	RIVERSIDE CA 92504	<del> </del>			
	PHOENIX FOODS, INC.	1	1		
4488	165 N NEW BOSTON ST	24,164.30	438.85	N/A	
	WOBURN MA 01801				
	LINDA ERWIN			Th	e Funds
463B	HC71 BOX 176	2,606.10	1,781,27	N/A	ie ruilus
	KINGSTON OK 73439	<del> </del>			
*700	BARBARA HUGHES	075 40	. ECT 04	**/*	
470B	409 SUMMIT	826.40	564,84	N/A	
	MARIETTA OK 73448	<del> </del>			
F20:-	CHARLES MANNING	035.00	15 02	NI/A	1
530u	11115 EGERT LN	926.83	16.83	N/A	
	THACKERVILLE OK 73459	1		<del></del>	
ren een	HLT OF TENNESSEE	981.00			1
552, 553,	ATTN: LOCK BOX	3,50	36.20	N/A	
554, 555	P.O. BOX 309	339,71			1
	Eaton, OH 45320	668.75			
	CLAUDE'S CANDY BROKERAGE, INC	4 000 00	-0.45	4114	1
605B	1121 POPLAR VIEW LW#1	1,000.00	18,16	N/A	1
	COLLIERVILLE TN 38017	<del> </del>			<del>                                     </del>
628A	MELONIE BASINGER	927.79	240.75	21/2	
628B	RT 1 BOX 178	201.91	218,76	N/A	
	MARIETTA OK 73448	<del>                                     </del>			
	PEDRO FERNANDEZ	2700.00	F0 40	N/A	
6398	500 SE 2ND	2,780.00	50,49	IVA	1
	MARIETTA OK 73448	<del> </del>			<del> </del>
655B	BONNIE MCCARROLL	1,239,60	15.39	N/A	
622B	13030 AUDELIA ROAD., APT 1208	1,233,00	20.02	1975	ļ
	DALLAS TX 75243 ALONSO M. FERNANDEZ				
561B	500 SE 2ND ST	576.00	10,46	N/A	1
DOXD	MARIETTA OK 73448	370.50	20,40		i
	RUSSELL D. KRETZSCHMAR	<del></del>			<del></del>
666B	PO BOX 12	1,014.75	693,59	N/A	j
DOUB	THACKERVILLE OK 73459	1,0,4773	000,HJ	14//4	
	BERDIA JONES	<del></del>		<del></del>	<del> </del>
791B	B NANDINA CIR APT 7	2,183,92	39.66	N/A	}
49TB	LITTLE ROCK AR 72210	2,103,92	ا مان، در	140	1
	DARIUS A. CROSS	1			
732B	2403 12TH AVE B	1,320.56	902.61	N/A	
	CHATTANOOGA TN 37407			, · · ·	
	MICHAEL CAMPBELL	<del>                                     </del>			1
7398	586 MARSDEN RD	799.20	9,92	N/A	
	OVERBROOK OK 73453			,	ł
	PEDRO M. FERNANDEZ		<del></del>		
778A	RT 2 BOX 313F	484.36	54.49	. <b>N/</b> A	1
778B	MARIETTA OK 73448	45.69		, i	1
	SANDRA L. FULLINGTON	<del>                                     </del>		<del></del>	
812B	190 HERITAGE TRAIL APT C	567.00	387.55	N/A	
	TRENTON GA 30752				
	ROBERT C. BROWN		****		
848A	731 S MCDONALD RD SW	1,661.68	1,695,39	N/A	
848B	MCDONALD TN 37353	1,856.39	•		
~	Donna S. Rychlik	-1			
8588	PO BOX 242	1,002.57	02.57 18.21 N/A		
والاوما	BURNEYVILLE OK 73430	7	_		J
	SAN JUANITA J. FLORES				
862A	501 WASHINGTON ST LOT 9	296.32	57.54	N/A	
862B		52.16		i .	1

# Evidence and Supporting Documents related to an Unclaimed Funds Recovery filing INDEX TO ENCLOSURES

Unclaimed Funds Recovery		
HOLDER: USBC Delaware CASE # 04-10104 Bake-Line	Purchase & Assignment of Interest	1
CLAIMANT: JM Partners LLC, Assignee	Bill of Sale	2
Brief History Statement & Recap of Supporting Evidence:	Affidavit of Assignor	3
Linda Erwin was the original creditor ("Creditor") in this case. The Creditor did not receive their distribution for reasons unknown, but most likely due to a mailing error, leading to the unclaimed funds in	Photo ID of Assignor or it's Rep  Evidence of Linkage to Case/Claim	4
this matter.	Evidence of Linkage to Case/Claim	5
JM Partners LLC ("Claimant") located the Creditor, disclosed the full details of the account, and the Creditor sold and assigned the account and the underlying claim from which it arose to the Claimant accordingly.		6
Proper evidence of all these facts is included herewith. Thus, JM Partners LLC makes this application as the Assignee and Owner of the funds in question.		7
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		12
Prepared & Submitted by:  JM Partners LLC		13
ATTN: John Marshall / Managing Member 6800 Paragon Place Ste 202 Richmond, VA 23230 Phone 804-285-0807 JMarshall@JMPartnersLLC.com		14

#### **PURCHASE AGREEMENT & ASSIGNMENT OF INTEREST**

This PURCHASE AGREEMENT & ASSIGNMENT OF INTEREST (hereinafter "Agreement") is made and entered into as of July 25, 2023 and between Linda Erwin, 17252 Bowhunter Road, Kingston, OK 73439, Phone 580-564-6479 ("Seller") and JM Partners LLC, ATTN: John Marshall / Managing Member, 6800 Paragon Place, Suite 202, Richmond, VA 23230-1656 (hereinafter "Buyer").

#### **RECITALS**

- A. Seller was / is a creditor in **Bankruptcy Case # 04-10104 (Bake-Line Group Debtor)** as was filed in the **United States Bankruptcy Court for the District of Delaware** (hereinafter the "Bankruptcy Case"). In their capacity as creditor, Seller was entitled to that certain distribution of funds in the amount of \$1781.27 (hereinafter "Funds"), which remittance was attempted by the Trustee at the debtor's last known address. Such remittance was never negotiated, however, and pursuant to Federal Rule of Bankruptcy Procedure 3011 and 11 U.S.C. 347, the Trustee remitted the funds to the Clerk of the Court for payment on to the Registry of Unclaimed Funds. Such funds are subject to withdrawal as provided by 28 U.S.C. 2042.
- B. Rather than attempting to collect the Funds and in an effort to both save the expense of such a collection, as well as to expedite the liquidating of their interest in Funds Seller desires to legally Sell and Assign his interest in such Funds, and Buyer desires to purchase and obtain such interest in Funds. Therefore, with both parties being of sound mind, and operating in the manner in which they deem to be in their mutual best interest, Seller shall convey all rights, title and interest that Seller has in the Funds and the Claim which generated same, and Buyer shall purchase all rights, title and interest that Seller has in the Funds and such Claim as generated same.

NOW, THEREFORE, in consideration of the mutual covenants, representations, and warranties contained in this Agreement, the parties agree as follows:

#### ARTICLE 1 - PURCHASE, ASSIGNMENT AND SALE OF ASSETS

- 1.1 Assets to be assigned: Seller has sold to Buyer, and Buyer has purchased from Seller, any and all right, title, and interest of Seller in and to the following described Property: THAT CERTAIN UNCLAIMED FUNDS account in the amount of \$1781.27 as is held for the benefit of Seller, on the books and records known as the Unclaimed Funds Registry of the Clerk of the Court, United States Bankruptcy Court for the District of Delaware, and as is evidenced by the attachments hereto, as well as the Claim which generated such funds.
- 1.2 Assignment of Interest: Acceptance of this Agreement constitutes full verification of the Sellers intent, desire and notice to assign and Buyers intent, desire, and notice to accept such assignment of the Assets identified in paragraph 1.1 above. Both parties agree to fulfill their obligations as defined herein, or otherwise required by law, to affect the proper legal transfer of ownership of such assets on the books and records of all entities holding an interest in same, and all rights, title, and interest in the Funds shall become the property of Buyer immediately upon payment of the purchase price and execution of this Agreement.
- 1.3 The Purchase: The purchase price shall be <u>\$ 1425.02</u> which sum shall be remitted via Check and provided in exchange for a valid execution of this Agreement (or, at the Sellers Option, shall be remitted via wire transfer immediately upon receipt of the executed documents validating the transaction), and the providing of all documents required to prove both ownership and assignment.
- 1.4 To the extent necessary under applicable law (but only to such extent), Seller hereby irrevocably appoints Assignee or John J. Marshall as its true and lawful attorney-in-fact to act in Assignor's stead, solely with respect to matters involving the asset(s) purchased herein, provided however that attorney shall bear all the costs of such actions.

#### **ARTICLE 2 - CLOSING**

- 2.1 Time and Place of Closing. The closing for the purchase and sale of the Property (the "Closing") shall be completed immediately upon execution of the required documents. At Closing, Seller shall deliver to Buyer the original of this Assignment along with such other documentation as is required. Buyer shall deliver the payment referenced in 1.3 above immediately upon receipt of all such documents. Buyer shall have no rights to the Funds unless and until such documents are properly executed, and the payment is provided in exchange for same.
- 2.2 Expenses of Closing. The expenses of Closing shall be paid as follows: (a) Except as otherwise expressly provided in this Agreement, all other fees and costs of Closing, including, but not limited to, legal fees, accounting fees, consulting fees, and other incidental expenses in connection with the transactions contemplated by this Agreement shall be borne by the party that incurs the expenses.

#### ARTICLE 3 - REPRESENTATIONS AND WARRANTIES

- 3.1 State of Title and AS IS Sale. Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the ultimate value of the Claim, or the legal requirements that Buyer shall have to collect same.
- 3.2 Buyer's Representations and Warranties. Buyer makes the following representations and warranties to Seller, each of which is true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date:
  (a) Buyer is an entity experienced in these matters, and is qualified to transact the business detailed in this Agreement.
  (b) Buyer has full legal power and authority to enter into and perform this Agreement, and this Agreement constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms. (c) The execution and delivery of this Agreement does not conflict with, violate, or constitute a default under the terms, conditions, or provisions of any agreement or instrument to which Buyer is a party, or any law, judgment, or order of which Buyer is aware. (d) There is no action, proceeding, or Claim pending, or, to Buyer's knowledge, threatened, against Buyer that would affect Buyer's ability to consummate the transactions contemplated by this Agreement. (e) Except for the required approval of the court, as previously defined herein, no consent, approval, or authorization of or declaration, filing, or registration with any

governmental or regulatory authority is required in connection with the execution, delivery, and performance by Buyer of this Agreement or the consummation of the transactions contemplated by the Agreement.

- 3.3 Seller's Representations and Warranties. Seller makes the following representations and warranties to Buyer, each of which is true and correct as of the date of this Agreement, and will be true and correct as of the Closing Date: (a) Seller is the party defined as the Creditor who filed the Claim in the case referenced in RECITALS (A) above, and shall provide proper proof of that fact. (b) Seller has not previously assigned, sold or pledged the Claim to any third party, in whole or in part, and (c) Seller specifically represents that said Claim is a true, valid Claim, which will be deemed "allowed" (per USBC code definitions) in the amount as filed, and is not subject to any offset, levy, or preferential cross-claim from any party. Should there be any future challenge to the total amount of the Claim as filed which results in a reduction in the allowed amount of said claim and/or a reclassification of the claim which results in a lower percentage payout than that provided for by its originally designated class, the Seller agrees to refund a pro-rated portion of the purchase price based upon the percentage of any such reduction. Any such refund shall be made in full within seven (7) days of Sellers receipt of evidence confirming such reduction in the allowed amount of the Claim.
- 3.4 Correctness of Representations. No representation or warranty of Buyer or Seller in this Agreement or any other information furnished by Buyer or Seller pursuant to this Agreement contains any untrue statement of material fact or fails to state any fact necessary in order to make the statements not misleading in any material respect. All statements, representations, and other information provided by Seller and Buyer shall be true and correct on and as of the Closing Date as though made on that date.

#### **ARTICLE 4 - COVENANTS**

4.1 Documentation to Effect Transfer. Buyer shall be responsible for and shall prepare, at his own expense, any and all legal documentation, and complete any process required in the bankruptcy court that may be subsequently required to effectuate the transfer of the Funds to Buyer – though Seller shall provide any and all cooperation, including the execution of any further documents that the court might require to complete the transfer, if not included in this Agreement and the attachments hereto.

#### **ARTICLE 5 - GENERAL PROVISIONS**

- 5.1 Successors and Assigns. The terms and provisions of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the parties.
- 5.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, oral and written, between the parties hereto with respect to the subject matter of this Agreement.
- 5.3 Fees and Expenses. Unless otherwise specifically provided for in this Agreement, Seller and Buyer shall both pay their own fees and expenses in connection with the negotiation and consummation of the transactions contemplated herein.
- 5.4 Notices. All notices, requests, demands, and other communications required by this Agreement shall be in writing and shall be (a) delivered in person or by courier (NOTE: If delivered personally or by courier, the date on which the notice, request, instruction, or document is delivered shall be the date on which the delivery is made, and if delivered by facsimile transmission or mail as aforesaid, the date on which the notice, request, instruction, or document is received shall be the date of delivery), (b) mailed by first class registered or certified mail, or (c) delivered by facsimile transmission with an authenticated receipt therefore, as follows, or to such other address as a party may designate in writing:

IF TO SELLER: Linda Erwin 17252 Bowhunter Road Kingston, OK 73439

Phone 580-564-6479

IF TO BUYER:

JM Partners LLC ATTN: John Marshall / Managing Member 6800 Paragon Place Suite 202 Richmond, VA 23230-1656 Phone 804-285-0807

5.5 Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement, and shall not affect in any way the meaning or interpretation of this Agreement.

5.6 Counterparts. This Agreement may not be executed in counterparts.

5.7 Severability. In the event any provision of this Agreement is deemed to be invalid, illegal, or unenforceable, all other provisions of the Agreement that are not affected by the invalidity, illegality, or unenforceability shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year

first written above.

Linda Erwin

John Marshall / Mng Mbr JM Partners LLC

#### BILL OF SALE

SELLER:	Linda Erwin
	17252 Bowhunter Road
	Kingston, OK 73439
	Phone 580-564-6479

In consideration of the sum of:

### One Thousand Four Hundred Twenty Five Dollars & 02/100 (\$ 1425.02)

I, <u>Linda Erwin</u> acting in my individual capacity (hereinafter "Seller"), do hereby sell, convey, and transfer all rights, title and interest to the below referenced Unclaimed Funds Account in the amount of <u>\$ 1781.27</u> - and the corresponding portion of the claim that generated same in the US Bankruptcy Court to: *JM Partners LLC* (hereinafter referred to as BUYER), ATTN: John Marshall / Managing Member, 6800 Paragon Place, Suite 202, Richmond, VA 23230-1656.

#### CLAIM INFORMATION / ITEM(S) BEING SOLD:

Debtor:	Bake-Line Group LLC	Case #	04-10104
Court:	US Bankruptcy Court for the	Chapter:	7
	District of Delaware		

Туре	Amount	Creditor
Unclaimed Funds	\$ 1781.27	Linda Erwin

I hereby certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

Linda Erwin

#### UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

In re: Bake-Line Group, LLC

Case # 04-10104

Debtor

Chapter 7

#### AFFIDAVIT AND IDENTIFICATION OF CREDITOR or its AUTHORIZED REPRESENTATIVE

I, Linda Erwin, acting in my individual capacity (hereinafter "Creditor") swear this Affidavit, and declare as follows:

- 1) Creditor has been made aware of the fact that it is due certain funds in the amount of \$ 1781.27 (the "Unclaimed Funds") - which the Trustee attempted to send to Creditor at the last known address, and as is referenced on the attached Report of Deposit of Unclaimed Funds. Creditor did not receive the check for reasons unknown to Creditor, but most likely due to a mailing error of some kind, leading to the deposit into the Unclaimed Funds Registry. We have supplied herewith evidence of our correct address, linkage to the case, other evidence and my own identification, as appropriate.
- 2) Creditor has not previously collected the Unclaimed Funds, nor does Creditor have any application pending for the recovery of the Unclaimed Funds, nor has Creditor contracted with any other party for the purpose of recovering the Unclaimed Funds. Creditor has not previously sold the Unclaimed Funds account, nor encumbered the Unclaimed Funds in any fashion, is still the owner of the Unclaimed Funds and entitled to payment. Creditor now sells all its rights and entitlement solely to JM Partners LLC (the "Assignee") as evidenced by the documents and applicable evidence as provided herewith. Creditor hereby agrees to provide any further court-required supporting evidence, or execute any other required forms that confirm this fact and/or are necessary for the full transfer of such interest, or the ultimate collection of the funds by the by the Assignee.

I hereby certify under the penalties of perjury that the foregoing statements are true and correct to the best of my knowledge and belief.

Linda Erwin

Sworn to and Subscribed before me on this

day of Anons

State of Ou City/County of Kingston Marshall

LSTAMP

**B SMILEY** Notary Public State of Oklahoma Commission #19012680 Expires 12/23/2023